

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND**

In re:	*	
MOHAMMAD R. PISHVA	*	CASE NO.: 15-1-1441-PM
SUSAN PISHVA	*	(Chapter 13)
	*	
Debtors		
*   *   *   *   *	*	
RBS CITIZENS N.A.	*	
323 West Lakeside Avenue		
Suite 200	*	
Cleveland, OH 44113		
	*	
Movant		
	*	
v.		
	*	
MOHAMMAD R. PISHVA		
SUSAN PISHVA	*	
10505 Tyler Terrace		
	*	
Rockville, MD 20854		
	*	
Respondents		
*   *   *   *   *	*	*   *   *   *   *   *   *

**MOTION SEEKING RELIEF FROM AUTOMATIC STAY  
AND TO RECLAIM PROPERTY**  
2011 Volkswagen Jetta

RBS Citizens N.A., Movant, by MICHAEL J. KLIMA, JR., its attorney, files this Motion Seeking Relief from Automatic Stay and to Reclaim Property, and says:

1. This Court has jurisdiction of this action pursuant to 11 U.S.C. §362(d) and 28 U.S.C. §§157(b) and 1334.

2. This is a contested matter governed by Bankruptcy Rules 4001 and 9014 and Local Bankruptcy Rule 4001-

1, and is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(G).

3. On February 2, 2015, Mohammad R. Pishva and Susan Pishva, the Respondents, initiated proceedings in this Court seeking relief under Chapter 13 of the Bankruptcy Code, in Case No. 15-1-1441-PM.

4. Respondents presently have in their possession or control one 2011 Volkswagen Jetta, serial number 3VW2K7AJ0BM397340.

5. On or about February 5, 2014, Respondents purchased said vehicle from King Volkswagen LLC, by virtue of a contract and security agreement, a copy of which is attached hereto and incorporated herein by reference. Said contract and security agreement was contemporaneously assigned to Movant, as shown on the face thereof.

6. Movant reserved unto itself the perfected purchase money security interest in said vehicle, as shown by the attached copy of the Notice of Security Interest Filing, which is incorporated herein by reference, issued by the State of Maryland, Department of Transportation.

7. At the time of the filing of this Motion, there remains due and owing to Movant a balance of \$11,485.91.

8. Respondents are now in default on the payments due under the aforesaid Contract, being four months in arrears, at the rate of \$257.73 per month, and another monthly payment

will be due on August 21, 2015. Movant last received a payment under the Contract on or about March 17, 2015. Movant's account of the Respondents' payments to it which indicates the same is attached hereto.

9. Respondents hold no equity in said vehicle because Movant's lien exceeds the market value of the same, and/or an inadequate equity cushion exists. According to the July 2015, edition of the N.A.D.A. Official Used Car Guide, the wholesale value of the vehicle is approximately \$7,325.00.

10. Movant's interest in said vehicle is not adequately protected and it has been and continues to be irreparably injured by the automatic stay, which prevents Movant from enforcing its rights as a secured creditor pursuant to the aforesaid contract and security agreement and the laws of Maryland, while it is not receiving adequate payments and the market value of said vehicle is rapidly depreciating.

11. The automatic stay should be terminated for cause, including Respondents' failure to make payments to Movant.

12. The vehicle is not necessary to Respondents' effective reorganization.

WHEREFORE, Movant respectfully requests that this Honorable Court grant it the following relief:

a. Terminate the automatic stay, to allow Movant to recover and dispose of the aforesaid 2011 Volkswagen Jetta; and

b. Grant Movant such other and further relief as may be necessary and just, including its attorneys' fees, expenses and costs.

/s/ Michael J. Klima, Jr.  
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